

INDUSTRIAL ASSIGNMENT AGREEMENT

UNIVERSITY OF CALIFORNIA

LOS ALAMOS NATIONAL LABORATORY

No._____

The Parties to this Agreement are The Regents of the University of California (the University) and

_____, (referred to below as the "Recipient"); both being also referred to herein as the Parties.

Whereas the University operates the Los Alamos National Laboratory (the Laboratory) under Contract No. W-7405-ENG-36 for the U.S. Department of Energy (DOE);

Whereas it is a mission of the University, under its contract with DOE, to conduct technology transfer activities for the purpose of enhancing the economic competitiveness of the United States;

Whereas the authorized technology transfer activities of the University include the furnishing of limited technical assistance to U.S. industry;

Whereas the University has an interest in assigning selected employees from the Laboratory to industrial concerns for the purpose of acquiring experience and training in industrial research and production practices that will have applicability to DOE programs;

Whereas the University has identified Recipient as a concern offering requisite experience and training opportunities that will be of benefit to particular DOE programs upon the return of the selected employee(s) to the Laboratory;

Whereas Recipient wishes to obtain expert technical assistance over an extended period of time from one or more University employees having experience in a technical field related to Recipient's business; and

Whereas for the foregoing reasons the University and the Recipient expect that an extended assignment of a University employee to Recipient's facility will be mutually beneficial to both the University and the Recipient.

Now, therefore the Parties agree as follows :

A. Assignment of Laboratory Employee

The University agrees to assign _____, who is an employee of the University at the Los Alamos National Laboratory (the Laboratory Employee) and shall remain an employee of the University during the assignment at the Recipient's facility, to work at Recipient's facility for an extended period of time.

The purpose of this assignment shall be for the Laboratory Employee to offer expert advice and assistance as requested by Recipient, while acquiring experience and training in industrial processes of mutual interest.

B. Term

It is the intent of the University to assign the Laboratory Employee to Recipient for a term of approximately _____ months. It is mutually understood however that this term may be either lengthened by modification of this Agreement, or shortened by either Party, for any reason, upon notice to the other Party.

C. Compensation and Employee Conduct

1. During the term of this agreement, Laboratory Employee will be compensated directly by the University, and all employee welfare and pension benefits provided to Laboratory Employee are provided directly by the University. Laboratory Employee remains an employee of the University at all times for all purposes, including, but not limited to, welfare and pension benefits.

2. To the extent permitted by law, the University shall cover the Laboratory Employee under the University's workers' compensation plan in effect at the Los Alamos National Laboratory. To the extent not so permitted, the Recipient agrees to cover the Laboratory Employee under Recipient's workers' compensation policy or plan. The Laboratory Employee will not be considered or deemed for any purpose to be an employee of Recipient.

3. *(Option 1 - Where the funds in are greater than \$25K or the work will last longer than 90 days, and RECIPIENT pays for Laboratory Employee)*

Laboratory Employee will be compensated indirectly by Recipient. It is understood that the University is entitled to full cost recovery and that DOE mandates that the University receive advance funding.

a. Recipient will pay the University the amount of XXX Thousand Dollars (\$XXX,000) upon receipt of the University's invoice to provide for the DOE 90-day advance funding requirement. The initial invoice must be for 120 days in order to meet the DOE's 90-day advance funding requirement. The University will invoice this amount after execution of this Agreement by both Parties. Employee will not begin work under this Agreement until the funds are received.

b. The University will submit invoices to Recipient to maintain the required 90-day advance funding balance. Recipient will pay these monthly invoices within thirty

(30) calendar days after receipt until Recipient's total contribution for costs to be incurred by the University as specified in Paragraph 3.a is reached.

c. When the total payments reach Recipient's total contribution, the University will no longer invoice Recipient. The University will continue to charge the funding balance until the account is depleted or the assignment is completed.

d. Upon completion of the assignment or termination of this Agreement, the University will refund any account balance to Recipient.

e. All costs incurred by the University under this Agreement and payable by Recipient will be computed in accordance with the University's standard accounting practices.

f. Payments are necessary to maintain a continuous 90-day advance funding balance until the final 90 days of this Agreement, as required by DOE, to continue the University's participation in this Agreement. In the event that Recipient's 90-day advance funding balance, for work funded solely by Recipient, falls below the advance funding requirement, work by Employee must stop. Work may be resumed upon full replenishment of the 90-day advance funding plus sufficient funding beyond the 90-day requirement to fund thirty (30) days of work.

g. Recipient's check must be identified with the words, "_____" and the corresponding agreement number, and should be made payable to "University of California," and should be mailed by Federal Express to the person at the address set forth in Section H.

h. Alternatively, Recipient may electronically transfer funds to the University by directing the funds to Bank Number 107001012, Account Number 00685259-01. A payment advice identifying Recipient, agreement number, EFT date and amount should be mailed to the person at the address set forth in Section H.

3. *(Option 2 - Where the funds in are less than \$25K or the work will completed in 90 days or less, and RECIPIENT pays for Laboratory Employee)*
Recipient will pay the University the amount of XXX Thousand Dollars (\$XXX,000) upon receipt of the University's invoice to cover the entire project and period of this Agreement.

a. Recipient's check must be identified with the words "_____" and the corresponding agreement number, and should be made payable to "_____" and should be mailed by Federal Express to the person at the address set forth in Article H.

b. Alternatively, Recipient may electronically transfer funds to the University by directing the funds to Bank Number 107001012, Account Number 00685259-01. A payment advice identifying Recipient, agreement number, EFT date and amount should be mailed to the person at the address set forth in Article H.

4. Recipient, University, and Laboratory Employee understand and agree that the implementation of the funding mechanism for Laboratory Employee will not supplement the regular earnings Laboratory Employee is receiving directly from the University under Paragraph C.1.
5. The University shall pay travel and/or relocation expenses associated with assignment of the Laboratory Employee to Recipient's facility and the subsequent return of the Employee to the Laboratory at the end of this Agreement. In addition, the University shall pay for additional travel expenses that are incurred for the benefit of, or at the request of, the University, in accordance with University travel expense policies in effect at the Laboratory. Recipient shall pay for travel expenses that are incurred for the benefit of or at the request of the Recipient, in accordance with Recipient's travel expense policies.
6. While at the Recipient's facility, the Laboratory Employee will comply with policies and procedures applicable to guests and/or employees of Recipient at Recipient's facility, particularly including policies related to health and safety, security, and conduct of Recipient's employees. During this assignment the Laboratory Employee shall be considered to be under the administrative and technical direction of the Recipient. Recipient agrees to provide the Laboratory Employee with office space and associated support services appropriate to meet the mutual objectives of this Agreement.

D. Product Liability

Recipient agrees to indemnify the University and the Government against liability for personal injury or property damage occurring as a result of the making, using or selling of a product, process or service derived from the Laboratory Employee's activities while assigned to Recipient, except as may result from the negligence of the Laboratory Employee.

E. Release of Liability

Recipient acknowledges that neither the University nor the Government have any detailed knowledge of, or any control over, the uses that Recipient might make of any technical information or assistance furnished by the Laboratory Employee to the Recipient under this Agreement. Accordingly, the Recipient agrees that it shall assume full responsibility for its use of such information or assistance, and Recipient agrees that it hereby releases the Laboratory Employee, the University and the Government from any liability to Recipient for economic losses, consequential damages, or liabilities to third persons incurred by Recipient, including related attorneys' fees and costs and expenses of litigation, arising from the Recipient's use of any technical information or assistance furnished to Recipient by the Laboratory Employee.

F. Proprietary Information

The University acknowledges that during the course of this Agreement the Laboratory Employee may have access to information that is proprietary to Recipient (Proprietary Information). The University, on behalf of itself and the Laboratory Employee, agrees to

hold Proprietary Information in strict confidence and not to disclose the same to others without the prior written consent of Recipient, and shall use Proprietary Information only for the purposes of this Agreement. The University shall restrict dissemination of the Proprietary Information to those of its officers and employees who have a need to know the same for the purposes of this Agreement and who have signed a non-disclosure agreement with the University.

The University agrees that all Proprietary Information such as drawings, formulations, designs, specifications, flowsheets, sketches, descriptions, data, samples and other material pertaining to Proprietary Information and obtained from or through Recipient shall remain the property of Recipient. The University agrees to return to Recipient all Proprietary Information and all copies thereof, whenever requested by Recipient, but no later than the termination of this Agreement.

G. Intellectual Property Rights

While the development of intellectual property under this Agreement, including patents and copyrights, is not anticipated, the allocation of rights in such intellectual property is governed by federal statute (42 U.S.C. S908), DOE regulations (Chapter 9 of Title 48 CFR) and University's contract with DOE.

H. Communications

Communications between the Parties regarding the administration of this Agreement shall be addressed to the following points of contact:

1. For the University:

a. Formal Notices and Communications

<Industrial Partnership Office Staff Member>

Telephone: **<Phone Number>**

Facsimile: **<Phone Number>**

For Courier, UPS, Freight:

Los Alamos National Laboratory
Industrial Partnership Office
2237 Trinity Drive, Mail Stop C334
Los Alamos Business Park
Los Alamos, NM 8754

For U.S. Mail Only:

Los Alamos National Laboratory
Industrial Partnership Office
P.O. Box 1663
Mail Stop C334
Los Alamos, NM 87545

2. For **<Participant>**

a. Formal Notices and Communications

<Participant Business Contact Name>

Telephone: **<Phone Number>**

Facsimile: **<Phone Number>**

For Courier, UPS, Freight:

<Participant Company Name>

<Address>

<City, State, Zip>

For U.S. Mail Only:

<Participant Company Name>

<Address>

<City, State, Zip>

I. Export Control

Recipient is hereby notified that the export of goods and/or technical data from the United States may require an export control license from the U.S. Government, and that failure to obtain such an export control license may result in criminal liability under the laws of the United States.

J. Termination

Either the University or the Recipient may terminate this Agreement at any time by giving the other Party written notice of such action.

K. Entirety of the Agreement

It is agreed that this Agreement constitutes the entire and only agreement between the Parties with respect to the subject matter hereof, and that this Agreement shall not be amended except by a written instrument executed by authorized representatives of each Party.

This Agreement is hereby executed by the authorized representatives of the Parties identified below.

FOR THE REGENTS OF THE UNIVERSITY OF CALIFORNIA:

Signature: _____

Name: Siegfried S. Hecker

Title: Director

Date: _____

FOR PARTICIPANT:

Signature: _____

Name: _____ (Typed or Printed)

Title: _____

Date: _____